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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

LEXINGTON PRECISION CORPORATION, et al.

Case No. 08-11153 (SCC)  
Chapter 11 Case

Debtors.

**OBJECTION OF EXCELLUS HEALTH PLAN, INC.  
AND ITS AFFILIATES TO THE NOTICE OF DEBTORS'  
INTENT TO ASSUME EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES**

Excellus Health Plan, Inc. and its Affiliates (collectively, "Excellus"), by and through its counsel, Harris Beach PLLC, a Creditor and Party-In-Interest in the above-captioned jointly administered bankruptcy cases, files this objection (the "Objection"), to the Notice of Assumption of Executory Contracts and Unexpired Leases (the "Assumption Notice"), and respectfully states as follows:

1. Prior to the filing of the bankruptcy cases on April 1, 2008 (the "Petition Date"), the Debtors Lexington Precision Corporation, et al. (the "Debtors" or "Lexington"), the debtors and debtors-in-possession in the above captioned jointly administered Chapter 11 cases, were party to a contract with Excellus whereby Excellus provided medical insurance coverage for the Debtors'

employees (the "Medical Benefits") employed at the Debtors' facility located at 677 Buffalo Rd., Rochester, New York.

2. On or about June 23, 2010, the Debtors filed the Assumption Notice seeking authority to assume, *inter alia*, the contract for the underlying Medical Benefits.


3. The Debtors state in the Assumption Notice that the cure amount for the contract with Excellus is zero; however, the current outstanding post-petition amount is \$22,679.94 which represents the outstanding premiums that were due to Excellus on June 1, 2010 and July 1, 2010.

4. To the extent the Debtors desire to assume the contract with Excellus for the Medical Benefits, the Debtors must cure the outstanding amounts prior to the contract being assumed. 11 U.S.C. § 365(b)(1)(A).

WHEREFORE, for the foregoing reasons, Excellus objects to the Assumption Notice, and requests that this Court (i) enter an Order denying the Assumption Notice as it relates to the contract with Excellus, and (ii) grant such other and further relief as is just and proper.

Dated: July 12, 2010

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